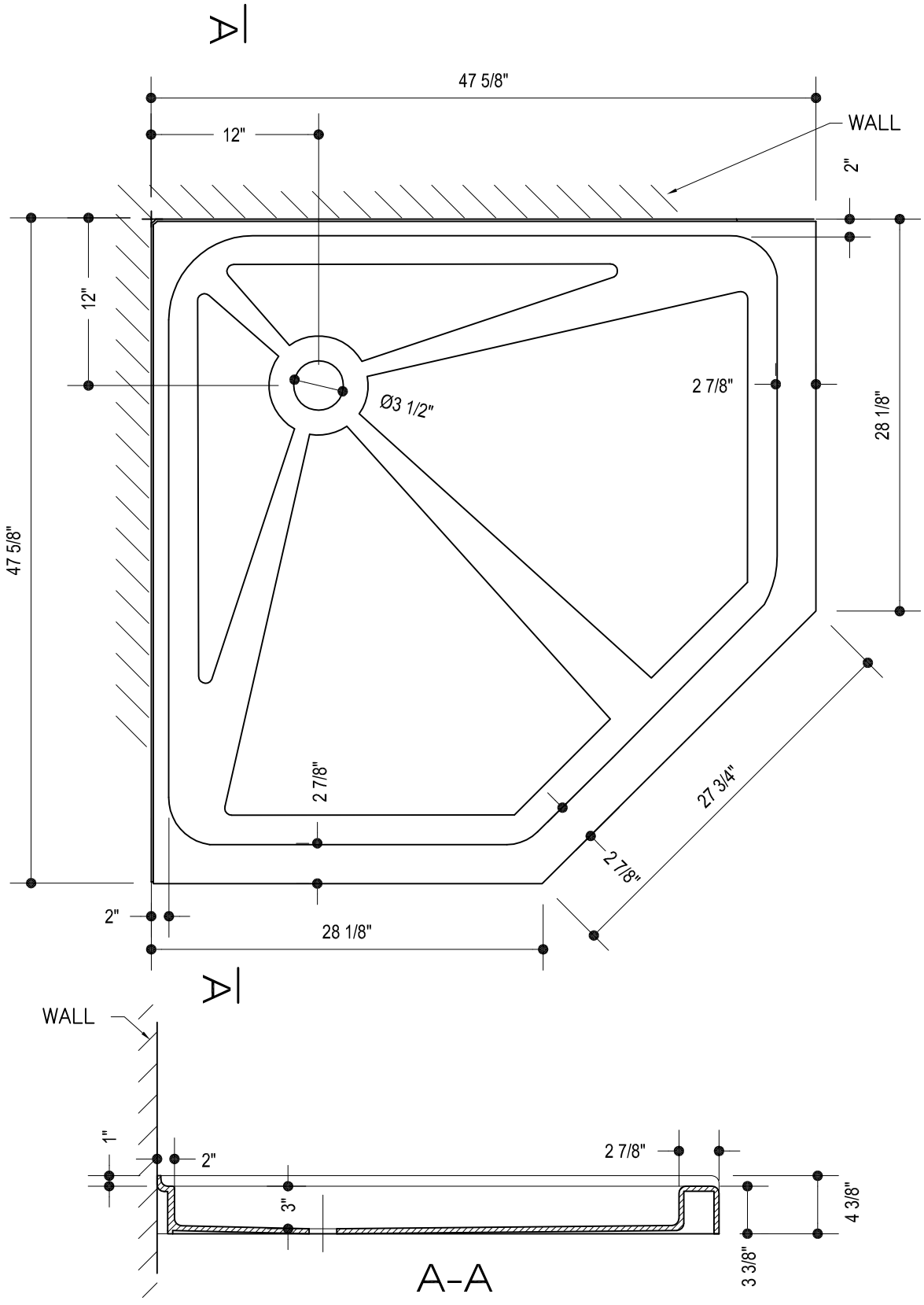

MODEL VG06068XXX4747

THE MEASUREMENTS IN INCHES ARE ROUNDED TO THE NEAREST 1/8"

VIGO INDUSTRIES, LLC ("VIGO")
SHOWER BASE LIMITED WARRANTY

EFFECTIVE JANUARY 1, 2010

VIGO offers the following limited warranty on each of its Shower Base products* (the "Product"). This warranty extends only to the original owner or end-user for personal household use. For commercial uses, additional limitations apply.

VIGO warrants the Product to be free from defects in workmanship and materials under normal use and service for a period of two (2) years from the initial date of purchase by the owner or end-user, contractor, or builder, from VIGO or an authorized VIGO dealer.

Subject to the Warranty Service provision below, any product reported to the authorized dealer or to VIGO as being defective within the warranty period will be repaired or replaced (with a product of equal value) at the option of VIGO. This warranty extends to the original owner or end-user and is not transferable to a subsequent owner.

Neither the distributor, authorized VIGO dealer, nor any other person has been authorized to make any affirmation, representation, or warranty other than those contained in this warranty. Any affirmation, representation, or warranty other than those contained in this warranty shall not be enforceable against VIGO or any other person.

VIGO reserves the right to modify this warranty at any time, it being understood that such modifications will not alter the warranty conditions applicable at the time of sale of the products in question.

Limitations
This warranty shall not apply to instances of incorrect operating procedures, breakages, or damages caused by fault through improper installation, carelessness, abuse, misuse, misapplication, improper maintenance, or alteration of the Product, as well as chemical or natural corrosion, accident, fire, flood, an act of God, or any other casualty. Avoid abrasive cleaners, steel wools, and harsh chemicals as these will scratch, damage, and / or dull the product and / or finish and void this warranty. The owner/end-user of the Product covered by the present warranty is entirely responsible for its proper installation and any applicable plumbing or electrical wiring. VIGO neither installs nor supervises the installation nor hires a contractor for this purpose; consequently, VIGO cannot be held responsible for any default, breakage, or damages caused thereby or resulting thereof, either directly or indirectly.

The owner/end-user must provide access to the components of the Product as described in the installation guide so that VIGO can execute the warranty specified herein. If such access is not available, all expenses to provide said access will be the responsibility of the owner/end-user.

This warranty does not apply to Products that have not been installed or operated in accordance with instructions supplied by VIGO and all applicable rules, regulations, and legislation pertaining to such installations.

This warranty does not apply unless the VIGO Product is installed by fully insured licensed professionals. Vigo strongly recommends that such licensed professionals have experience in the installation of bathroom and kitchen products. Installation of certain products, including, without limitation, glass products (i.e., shower doors and glass sinks) by an inexperienced person may result in glass breakage and, consequently, cause personal injury or death.

VIGO is not liable for personal injuries or deaths to any persons or for any direct, special, incidental, or consequential damage, loss of time, loss of profits, inconvenience, incidental expenses, labor or material charges, or any other costs resulting from the use of the product or equipment or pertaining to the application of the present warranty, or resulting from the removal or replacement of any product or element or part covered by this warranty.

EXCEPT AS OTHERWISE PROVIDED ABOVE, VIGO MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY CODE.

In any case, VIGO cannot be held liable for any amount over and above the purchase price paid for the Product by the owner/end-user, contractor, or builder.

Commercial Limitations
In addition to the above conditions and limitations, the warranty period for products installed for commercial applications or used in commercial ventures is one (1) year from the initial date of purchase by the owner/end-user, contractor, or builder from an authorized dealer. VIGO is not responsible for loss of use or profit under any circumstances. If the product is used as a display, the warranty period begins when the product is placed on display. This warranty gives the owner/end-user specific legal rights. The owner/end-user may also have other rights which can vary from one state or province to another.

Warranty Service
In order to obtain service provided under this warranty during regular business hours, contact the dealer or distributor who sold the unit, or contact VIGO directly. VIGO will provide the warranty service described above when the following conditions have been met: the failure is of the nature or type covered by the warranty; the user has informed an authorized VIGO Agent or VIGO's warranty service department representative of the nature of the problem during the warranty period; conclusive evidence (e.g., proof of purchase or installation) is provided to the foregoing by the user proving that the failure occurred or was discovered within the warranty period; an authorized independent service person or company representative has been permitted to inspect the product during regular business hours within a reasonable time after the problem was reported by the user. VIGOs warranty obligation shall be discharged upon tender of replacement or repair. The customer's refusal to accept the tender terminates VIGO's warranty obligations.

*Certain models are pending approval. Certification may be ended by VIGO or certification agencies without notice.